

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

Interactive Teleservices Corporation d/b/a Influent, Inc.,	: : : : : : : : : :	Case No. 2:10-cv-663
Plaintiff,	:	Judge Edmund A. Sargus
v.	:	
Matthew R. Sherman,	:	Magistrate Norah McCann King
Defendant.	:	

STIPULATED CONSENT JUDGMENT

Plaintiff Interactive Teleservices Corporation d/b/a Influent, Inc. ("Plaintiff") and Defendant Mathew R. Sherman ("Defendant") (collectively herein the "Parties") have agreed to a complete settlement of their differences in the form of this Consent Judgment.

Accordingly, it is hereby ORDERED, ADJUDGED AND DECREED that:

1. Defendant shall fully and completely abide by and comply with paragraphs 1.4 and 3.1 of the Parties' October 7, 2009 Employment, Confidentiality and Non-Circumvention Agreement (the "Non-Solicitation Agreement") and paragraph 6 of the Parties' Separation Agreement and Release of All Claims ("Separation Agreement") dated January 10, 2010, attached as Exhibits 1 and 2 to the Complaint [Doc. 1].

2. Defendant shall not contact, speak with, communicate with, write to, call, email, solicit, divert, recruit, take away, induce and/or service, whether directly or indirectly, any and all Customers and Prospective Clients of Plaintiff identified in the Agreed Customer List attached as Exhibit 1 to the August 10, 2010 Agreed Temporary Restraining Order [Doc. 10] in connection with any inbound/outbound telemarketing services, help desk

services, call center services and business process outsourcing services for one (1) year from the entry of this Consent Judgment or October 1, 2010, whichever occurs first. The parties agree and the Court so orders that Exhibit 1 to the August 10, 2010 Agreed Temporary Restraining Order [Doc. 10] shall be kept under seal and is designated and treated as “Confidential” as ordered in the Agreed Temporary Restraining Order [Doc. 9].

3. The Parties have entered into and will abide by a Confidential Settlement Agreement and Mutual Release (the “Settlement Agreement”). The Parties further agree that this Court shall retain exclusive jurisdiction over any disputes arising in connection with the terms or enforcement of the Settlement Agreement.

4. From and after the date of this Consent Judgment, Plaintiff and Defendant agree to not, either directly or indirectly, make any statements or remarks about or concerning the other that are disparaging or derogatory, or that tend to discredit or reflect unfavorably on such party or subject that party to disrespect or criticism. Notwithstanding the foregoing, it shall not be a breach of this provision for the parties to disclose this Consent Judgment or any terms thereof, except that disclosing any part of Exhibit 1 to the August 10, 2010 Agreed Temporary Restraining Order [Doc. 10] shall be a breach of this Consent Judgment.

This Court shall retain jurisdiction to enforce the terms of this Consent Judgment.

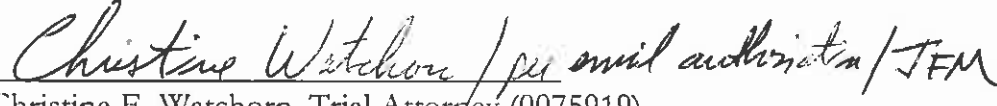
IT IS SO ORDERED this 12th day of October 2010:


EDMUND A. SARGUS, JR.
UNITED STATES DISTRICT COURT JUDGE

AGREED AND APPROVED:


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